

Central Plateau Cleanup Company
CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS

SP-16 REV 0, 1-25-21

Purpose and Effects

These Contractor Representations and Certifications must be completed as a precondition for consideration of contract award. Any comment qualifying or conditioning a Representation or Certification may preclude further consideration for contract award.

Continuing Obligation

The Contractor may be required to confirm the accuracy of any Representation or Certification. The Representations and Certifications constitute a continuing obligation on behalf of the Contractor. The Contractor is obligated to disclose to Central Plateau Cleanup Company (*Buyer*) any fact which reasonably interpreted, would result in a material change to the Contractor's response to a Representation or Certification and Contractor shall provide a revised response to the affected Representation or Certification. Disclosure shall be made to the Buyer Contract Specialist within ten business days of the date the Contractor knows, or through exercise of reasonable diligence, should have known, of the fact.

Contractor Certifies and Represents

1. All statements herein, including explanatory documentation are current and accurate.
2. Contractor is an independent business concern free to enter into a binding agreement or contract with Buyer without any restrictions from another business entity or parent company. If otherwise, Contractor must identify the parent company of controlling entity. An independent business concern is defined in the Revised Code of Washington (RCW) 50.4.140.
3. Prices have been arrived at independently, and without consultation, communication, agreement, or condition that relates to this action by any other contractor or competitor in violation of antitrust or fair trade/anti-competitive laws.
4. Contractor has not disclosed offered prices to any other contractor or competitor prior to award of resulting contract or cancellation of a solicitation.
5. Contractor has not attempted to induce any other person or firm to submit, or not submit, an offer in response to this action.
6. The prices offered do not exceed those currently offered to any other customer for the same or similar quantities of the same or similar goods or services under similar circumstances.
7. No person or company, other than the Contractor's employee(s) or affiliate firms, has/have been paid to solicit or obtain this Contract nor has any agreement been made to pay a person or company a commission, fee, or any form of compensation contingent upon award of this Contract.
8. Contractor has not:
 - a. provided, attempted or offered to provide any kickback; or
 - b. solicited, accepted or attempted to accept any kickback; or
 - c. included, directly or indirectly, the amount of any kickback as defined by 41 U.S.C. Sections 51-58 with respect to this action.
9. To the best of its knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (*financial, contractual, personal, organizational, or otherwise*) that relate to this Contract and bear on whether Contract has a possible conflict of interest with all respect to (a) being able to render impartial, technically sound, and objective assistance or advice; or (b) being given unfair competitive advantage.
10. Contractor has implemented a Code of Business Conduct and Ethics Policy consistent with the requirements of FAR part 3.1 and regulations associated with government funded contracts including the Procurement Integrity Act, Anti-Kickback Act, False Claims Act, and avoidance of conflict of interests - both organizational and personal.
11. Employment Eligibility is being verified using the E-Verify program in accordance with FAR 52.222-54, for all employees directly performing work under this Contract.
12. The Contractor represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
13. Neither Contractor nor any of its principals:
 - a. Are presently debarred, suspended, proposed for debarment, or ineligible for the award of contracts by any federal agency.
 - b. Have not, within a three-year period proceeding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property.

Central Plateau Cleanup Company
CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS (Continued)

- c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated above.
 - d. Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount exceeding thresholds outlined in FAR 52.209-5 *Certificate Regarding Responsibility Matters*.
 - e. Are ineligible to be awarded government contracts by action of the DOL in accordance with section 3(a) of the Davis Bacon Act or 29 CFR (a)(1).
14. Contractor has not, within a three-year period preceding this date, had one or more contracts terminated for default by any federal agency.
15. Any facility utilized in the performance of this Contract has not been listed on the Environmental Protection Agency List of Violating Facilities as provided in the Federal Clean Air Act, or Clean Water Act, as respectively amended.
16. Except those products(s) identified in its offer along with the country of origin, which are of foreign origin, as defined in the Act, all products offered are domestic end products as defined in the Buy American Act, 41 U.S.C. 10, as amended.
17. Contractor complies with all requirements of federal and State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities.
18. Contractor complies with all applicable equal employment opportunity and affirmative action program requirements of federal Executive Order 11246 and the rules and regulations of the Secretary of Labor (*41 CFR 60-1 and 60-2*).
19. When the principle purpose of this Contract is to provide services to Buyer, Contractor is knowledgeable about the requirements of, and will comply with, the provisions of the federal Service Contract Act (SCA), P.L. 89-286, 41 U.S. Code 351, as amended, or applicable rulings and regulations of the U.S. Secretary of Labor, for services to be performed by categories of workers identified in the SCA.
20. The Contractor certifies that all employees assigned to work on Buyer's premises or the Hanford Site will not be under the influence of controlled substances, drugs or alcohol. Contractor agrees to controlled substance testing of assigned employees under standards set by DOE and Buyer. Sole proprietors shall self-certify and are subject to testing requirements as well.
21. The Contractor certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress on its behalf in connection with awarding this Contract.
22. Contractor will be satisfactorily registered in the following systems prior to award.

- a. Buyer Vendor Database <https://www5.hanford.gov/vendreg/>
- b. The US System for Award Management www.sam.gov
- c. Based on NAICS code identified by Buyer for this action, Contractor's business is classified by Small Business Administration www.sba.gov as follows:

☐ Large Business

☐ Foreign Owned Entity

Small Business Classification(s): [claim all that are applicable]

☐ SB - Small Business

☐ SDB - Small Disadvantaged Business

☐ SWOB - Small Woman Owned Business

☐ VOSB - Veteran Owned Small Business

☐ SDVO - Service Disabled Veteran Owned Business

☐ HUB - HUBZone Business (Certified by SBA)

☐ Native American Owned Small Business

☐ Black College or University

NAICS Code: _____

Applicable SBA Size Standard: _____

Central Plateau Cleanup Company
CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS (Continued)

23. Certification

The foregoing statements concern matters within the jurisdiction of an agency of the United States. Making a false, fictitious, or fraudulent statement may render Contractor subject to prosecution under Section 1001, Title 18, United States Code (*Criminal Code*).

Contractor recognizes and agrees that Buyer may withhold an award or terminate for default a contract based on Buyer's determination that the representations above are inadequate, false or misleading.

Contractor agrees that the Representations and Certifications provided herein are a material and binding part of, and are hereby incorporated by reference into, any offer and resulting contract with Buyer for which these Representations and Certifications are submitted unless specifically excluded and agreed by Buyer in the Contract. Contractor agrees to update and resubmit to Buyer if any change occurs that would nullify, change or otherwise affect said Representations and Certifications.

Company:

Tax ID:

DUNS Number:

Legal Business Address:

Authorized Representative:

Title:

Print First and Last Name

Signature / Date

Signer is authorized to represent the Contractor in all matters related to pricing, terms and conditions, conduct of business, and buyer seller relationships between Contractor and Buyer.